

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

National Oceanic and Atmospheric Administration (NOAA)

In the spirit of the Federal Acquisition Streamlining Act, NOAA and **Gateway 2000** enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Service Administration (GSA) Federal Supply Schedule Contract GS-35F-4565-G.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of bids and offers. Teaming Arrangements are permitted with Federal Supply Schedule contractors in accordance with Federal Acquisition Regulation (FAR) Part 9.6.

This BPA will further decrease costs, reduce paperwork and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

BPA NUMBER 45AANA704917

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION (NOAA)

ACQUISITION MANAGEMENT DIVISION

BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply contract number GS-35F-4565-G, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH NOAA:

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

Model Number/Part Number	*Special BPA Discount/Price
Refer to Attachment A to this BPA for specific bundled configurations. This attachment will be maintained and updated on Gateway 2000's NOAA BPA home page: http://www.gw2k.com/stealth/sales/commerce/commerce.htm	

All other items on schedule: Orders valued under \$500,000 will receive one half of a percentage point below GSA published pricing. Orders exceeding \$500,000 will receive one percentage point below GSA published pricing. Any promotions offered on the GSA schedule will reflect the additional discount rate of the NOAA BPA.

(2) Delivery

<u>Destination</u>	<u>Delivery Schedule/Dates</u>
Nation-wide Department of Commerce installations	30 days or less after receipt of order

The Contractor agrees to expedite delivery at the Government's request, if such expediting is at no additional cost to either party.

(3) The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be \$50M.

(4) This BPA does not obligate any funds.

(5) This BPA expires on March 31, 1999 or at the end of the contract period, whichever is earlier.

(6) The following offices are hereby authorized to place orders under this BPA:

Purchase Orders and BPA Call Orders may be issued by individuals designated and identified by the following procurement offices. The Government is obligated under this BPA only to the extent of orders placed by individuals acting within the scope of their delegated authority. The Contractor is advised that acceptance of orders or calls from unauthorized individuals is entirely at the Contractor's own risk.

Office	Point of Contact
Acquisition Management Division (AMD) Silver Spring, MD	Diane C. Husereau (301) 713-0829 ext.102
Western Administrative Support Center (WASC) Seattle, WA	Robert J. Henderson (206) 526-6016
Mountain Administrative Support Center (MASC) Boulder, CO	David M. Barr (303) 497-3515
Eastern Administrative Support Center (EASC) Norfolk, VA	Barbara T. Booker (757) 441-6894

Central Administrative Support Center (CASC) Kansas City, MO	William J. Becker (816) 426-7456 ext.224
Bankcards: Nation-wide Department of Commerce installations	Authorized bankcard holder

(7) Orders will be placed against this BPA via paper, fax, credit card, voice or Electronic Data Interchange (EDI).

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of contractor;
- (b) GSA Schedule Contract number;
- (c) BPA number;
- (d) Model number or National Stock Number (NSN);
- (e) Purchase order number;
- (f) Date of purchase;
- (g) Quantity, unit price, and extension of each item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of shipment.

(9) The requirements of a proper invoice are as specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

(11) The Contractor shall prepare and submit a Monthly Activity Report of deliveries against this BPA. This report shall include, at a minimum, the following information:

- (a) GSA Schedule contract Number;
- (b) BPA Number;
- (c) Purchase order number (if applicable);

- (d) Date of purchase;
- (e) Quantity, unit price, and extension of each item;
- (f) Serial number of equipment;
- (g) Date of shipment;
- (h) Consignee name, address (city and state), and phone number;
- (i) NOAA BPA account holder registration number (applicable to bankcard orders only).

It is desired, but not required, that the Monthly Activity Report include the following information:

- (j) Item FSS price, NOAA BPA percent discount from the FSS price, and dollar savings realized via the BPA.

(12) The Contractor hereby warrants that the Information Technology (IT) hardware, firmware, or software purchased by the Government under this BPA is Year 2000-compliant or that a documented fix, upgrade, or replacement will be provided and installed to the hardware, firmware, or software purchased under this agreement to ensure Year 2000 compliancy for each item and the date(s) by which those items (either upgraded or replaced at no additional cost) will be in compliance.

(13) The sole energy star requirement shall be the self-certification by the Contractor that the specified equipment is Energy Star compliant.

(14) The following requirements are considered streamlining initiatives and may be implemented in the future, as mutually agreed by the Government and Contractor.

- (a) Asset Tagging (i.e., bar code labels)
- (b) Streamlined Payment Process (i.e., consolidated or summary invoice)
- (c) Electronic Ordering Process (i.e., EDI)

(15) In accordance with Federal Acquisition Regulation (48 CFR Chapter 1) Clause 52.252-2, Clauses Incorporated by Reference (Jun 1988), the clauses listed below by reference have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

52.213-1	FAST PAYMENT PROCEDURE	AUG 1988
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